

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made by and between Karen Meyers as Administrator of the Estate of Gabriel Taye, Cornelia Reynolds, and Benyam Taye (together, “Plaintiffs”), and the Board of Education of the City School District of the City of Cincinnati, Ohio (“CPS” or “Cincinnati Public Schools”), Dr. Ruthenia Jackson, Jeffrey McKenzie, and Mary Ronan (CPS, Jackson, McKenzie, and Ronan are the “CPS Defendants”), and Margaret McLaughlin, RN (McLaughlin and the CPS Defendants are the “Defendants”).

WHEREAS, Gabriel (Gabe) Taye, a third grade student at Carson Elementary School, committed suicide on January 26, 2017;

WHEREAS, Plaintiffs filed a lawsuit against Defendants, *Meyers, et al. v. Cincinnati Board of Education, et al.*, S.D. Ohio No. 1:17-cv-521, asserting that Defendants were responsible for Gabe’s death due to bullying at his school (the “Litigation”);

WHEREAS, Defendants deny the allegations in the Litigation and assert that they have not engaged in any wrongdoing;

WHEREAS, Gabe’s mother, Cornelia Reynolds, has established the Gabriel B. Taye Foundation to educate the public about bullying and advocate to end bullying, <https://www.gabrielbtayefoundation.org/> and Benyam and Eden Taye will also be establishing an organization to honor Gabriel’s legacy;

WHEREAS, the parties recognize that the outcome of the Litigation is uncertain and seek to avoid the cost and inconvenience of continuing the disputes between them, and therefore prefer to reach a mutually agreeable resolution to the Litigation; and

WHEREAS, all parties mourn Gabe’s death and seek to honor his memory;

THEREFORE, in consideration of the mutual promises and releases contained in this Agreement, the sufficiency and materiality of which are hereby acknowledged, Plaintiffs and Defendants agree as follows:

1. Release. Pursuant to this Agreement, the Plaintiffs, on behalf of themselves and any trusts, heirs, beneficiaries, assigns, executors, administrators, affiliates, employees, attorneys, insurers, representatives, agents, and anyone else claiming by and/or through them, fully, finally and forever release the Defendants, and each and all of their past, current, and future respective agents, representatives, board members, employees, officers, attorneys, insurers, and all other related persons, including but not limited to any and all successors and assigns, from any and all past, present, and future debts, liabilities, claims, demands, actions, causes of action, suits, damages, losses, compensatory damages, punitive damages, claims for discrimination and/or retaliation, expenses, attorneys’ fees, costs, interest, and every other legal or equitable remedy of any and every nature whatsoever, whether known or unknown, which were or could have been raised concerning any act or event from the beginning of time until the

date Plaintiffs sign this Agreement, including the claims made in the Litigation. The rights and claims waived and released include but are not limited to those arising under any federal, state, or local law, statute, ordinance, or regulation or common law.

2. Payment. By no later than June 10, 2021, the Defendants shall pay the total sum of \$3,000,000.00 to a qualified settlement fund, settlement trusts, other trusts, special needs trusts, pooled Medicaid payback trust accounts, and/or fund structured settlement annuity contracts, or similar instruments. The source of this claim and any and all damages associated with it is a personal physical injury. All payments are made on account of said personal physical injury under Internal Revenue Code Section 104(a)(2). No payments are made on account of punitive damages of any kind. The Parties acknowledge that the City of Cincinnati has indemnified Defendant McLaughlin for her portion of this settlement payment. The Parties agree that Defendants make no representations as to the income tax consequences of the settlement or of this Agreement.

3. Medical Expenses. Plaintiffs warrant that no Plaintiff nor Gabriel Taye had or has Medicare coverage. Plaintiffs agree to be responsible for paying or arranging payment of any medical bills of any kind from any sources, including but not limited to Medicaid, that have a right to recovery from this settlement.

4. Qualified Settlement Fund.

- a. Establishment.** The Parties will join in moving the United States District Court for the establishment of a qualified settlement fund (QSF) to hold and disburse funds from the settlement.
- b. Appointment.** The parties agree to recommend Karen Meyers as QSF administrator.
- c. Terms.** The QSF shall be named The Gabriel Benyam Taye Qualified Settlement Fund. Upon the entry of the order establishing the QSF and funding of the QSF, Plaintiffs shall dismiss the claims for damages in the above case, with prejudice. As set out below the United States District Court shall retain jurisdiction to enforce the noneconomic terms. The documents establishing a QSF or the terms of any structured settlement annuity or similar instrument shall be set forth in a separate "Addendum to Settlement Agreement." Parties agree to cooperate fully, to execute any and all supplementary documents (including a qualified assignment), and to take additional actions that may be necessary or appropriate to establish said QSF, structured settlement annuity which are not inconsistent with the terms of this Agreement. The Plaintiffs acknowledge once a Qualified Settlement Fund is established the Defendants no longer need to sign any Qualified Assignments for any structured settlement annuities. Defendants shall not be responsible for paying any costs or fees related to the administration of the QSF, including but not limited to administrator fees or attorneys' fees.

5. Reforms/Noneconomic Terms. The Plaintiffs and CPS agree that they will collaborate to implement the following noneconomic terms commencing as soon as practicable but no later than the beginning of the 2021/22 school year:

- a. The appropriate student record management system, including the CPS Bullying Reporting System shall track repeat victims, repeat perpetrators, and repeat locations—whether reported by another or observed by CPS personnel or school nurses—to identify patterns of aggression, ensure a proper response to each incident, informed by history, and ensure notice to parents.
- b. School administrators and school nurses shall be required to report instances of suspected bullying using the appropriate student record management system, including the CPS Bullying Reporting System.
- c. The entire response to student aggression and bullying shall build on the current system of responding to complaints but must also ensure that patterns are identified in the absence of complaints in order to reduce the risk of violence to a minimum.
- d. Restorative practices shall be implemented for addressing bullying. Plaintiff Counsel shall recommend resources to supplement the Restorative practices utilized by CPS which shall be given serious consideration for use by CPS.
- e. CPS shall adopt the model policy on bullying and aggression set out by the Ohio Department of Education, as supplemented by this agreement.
- f. Annual training on all aggression and bullying policies and health protocols shall be provided to CPS staff and nursing staff and supervisors shall ensure policies and protocols are followed.
- g. The parties shall agree on an appropriate bench commemorating Gabe and inspiring ongoing efforts to protect students. The bench shall be placed at the location indicated by the red “X” on the attached map. The parties will agree on material and color. The bench will be provided at CPS expense. CPS will make good faith efforts to maintain the bench in excellent condition. Using a design agreed to by the parties, the bench will include a photo of Gabriel Taye, and an inscription:

Gabriel Benyam Taye, January 26, 2017

The Carson Elementary School family honors the memory of Gabriel Benyam Taye. Together every day let us commit to ourselves and to each other:

I will ALWAYS stand up to bullies.

I will ALWAYS be Kind and Respectful.
I will ALWAYS be a Friend to others.
I will ALWAYS Look out for those in need.

6. **Joint statement.** The parties agree on the attached joint statement announcing the settlement.

7. **Nondisparagement.** The parties agree not to disparage each other with false statements.

8. **No admission of liability.** In entering into this Agreement, the Defendants are not conceding, and continue to expressly deny, that they are liable for any of the claims made in the Litigation. This Agreement shall neither be deemed an admission nor evidence of any violation or non-compliance with any standard of care, statute, or law, nor shall it be deemed an admission by the Defendants of the truth of any of the allegations made by Plaintiffs. Counsel for the parties will refer to this paragraph if asked to comment on whether the Agreement reflects an admission of liability.

9. **Public Records Act.** The parties acknowledge that CPS and Defendant McLaughlin by nature of her employment are subject to the Ohio Public Records Act.

10. **Ohio law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

11. **Dismissal of Litigation/Continuing jurisdiction over Settlement.** Within five days after the Payment described in Paragraph 2 is made, the Plaintiffs shall file a joint stipulation of dismissal with prejudice, which shall state that the terms of this Agreement are subject to enforcement through the continuing jurisdiction of the United States District Court for the Southern District of Ohio in accordance with *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 114 S. Ct. 1673, 128 L. Ed. 2d 391 (1994). The CPS administration is required by CPS policy and Ohio law to “semiannually provide the president of the district board a written summary of all reported incidents and post the summary on its web site, if the district has a web site, to the extent permitted by section 3319.321 of the Revised Code and the ‘Family Educational Rights and Privacy Act of 1974,’ 88 Stat. 571, 20 U.S.C. 1232g, as amended.” R.C. 3313.666(B)(11). For the period covering the 2021-22 and 2022-23 school years, and starting with the January 2022 report, the CPS administrator primarily responsible for creating the summary shall meet with Counsel for Plaintiffs, within 30 days after the summary is provided to the CPS Board President, so that Plaintiffs’ Counsel may review the data used to create the summary and to verify compliance with Paragraphs 5(a)-(f) of this Agreement. The parties shall jointly report to the Court on compliance with the noneconomic terms 60 days after each report. If a party believes that another party is not complying with the terms of this agreement the parties shall make a good faith effort to resolve their differences and if they are not successful shall inform the Court and request a status conference to discuss the alleged noncompliance. Defendants are not responsible for any fees or costs related to the work of Plaintiffs or their counsel in connection with this Paragraph 11.

12. Miscellaneous. Plaintiffs acknowledge that they have consulted with legal counsel before signing this Agreement. Plaintiffs acknowledge that they have read this entire Agreement, fully understand the terms of this Agreement, and agree that there are no collateral agreements between the Plaintiffs and the Defendants. This is the entire agreement between the parties. Copies of this Agreement may be signed in counterpart rather than all signatures on one document. Parties signing for Defendant McLaughlin and CPS warrant that they have authority to sign this Agreement on behalf of the named entity for which they are signing.

[SIGNATURE PAGES FOLLOW]

PLEASE READ CAREFULLY BEFORE SIGNING!

**Karen Meyers, as Administrator of the
Estate of Gabriel Taye**

Karen D Meyers
Date: 6-7-2021

Cornelia Reynolds

Date: _____

Benyam Taye

Date: _____

**Board of Education of the City School
District of the City of Cincinnati, Ohio**

Jennifer M. Wagner, Treasurer/CFO

Ruthenia Jackson

Date: _____

Carolyn Jones, President

Date: _____

Mary Ronan

Jeffrey McKenzie

Date: _____

Date: _____

Have seen and approve as to form:

Margaret McLaughlin

By Deputy Solicitor, City of Cincinnati

Date: _____

Date: _____

ACKNOWLEDGEMENT OF SIGNED SETTLEMENT AGREEMENT

State of Ohio, County of Hamilton The foregoing settlement
agreement was signed and acknowledged before me on this June 7th, 2021 (date) by
Karen Meyers (name of person acknowledging). (Notary Seal)



JEREMY PARKER
Notary Public, State of Ohio
My Commission Expires 04-18-2022

[Signature]
commission expires: 4-18-2022 (date)

Signature of Notary Public – State of Ohio My

PLEASE READ CAREFULLY BEFORE SIGNING!

**Karen Meyers, as Administrator of the
Estate of Gabriel Taye**

Date: _____

Cornelia Reynolds

Cornelia Reynolds
Date: 6/4/2021

Benyam Taye

Date: _____

**Board of Education of the City School
District of the City of Cincinnati, Ohio**

Jennifer M. Wagner, Treasurer/CFO

Carolyn Jones, President

Date: _____

Ruthenia Jackson

Date: _____

Mary Ronan

Date: _____

Jeffrey McKenzie

Date: _____

Have seen and approve as to form:

By Deputy Solicitor, City of Cincinnati

Date: _____

Margaret McLaughlin

Date: _____

ACKNOWLEDGEMENT OF SIGNED SETTLEMENT AGREEMENT

State of Ohio, County of Hamilton The foregoing settlement
agreement was signed and acknowledged before me on this 4 June (date) by 2021
Cornelia Reynolds (name of person acknowledging). (Notary Seal)



Signature of Notary Public - State of Ohio My
commission expires: 7/18/23 (date)



Sheli Kasper
Notary Public - Ohio
My Commission Expires
07-18-23

PLEASE READ CAREFULLY BEFORE SIGNING!

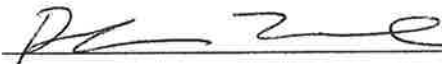
**Karen Meyers, as Administrator of the
Estate of Gabriel Taye**

Date: _____

Cornelia Reynolds

Date: _____

Benyam Taye


Date: 6-6-2021

**Board of Education of the City School
District of the City of Cincinnati, Ohio**

Jennifer M. Wagner, Treasurer/CFO

Carolyn Jones, President

Date: _____

Ruthenia Jackson

Date: _____

Mary Ronan

Date: _____

Jeffrey McKenzie

Date: _____

Have seen and approve as to form:

By Deputy Solicitor, City of Cincinnati

Date: _____

Margaret McLaughlin

Date: _____

ACKNOWLEDGEMENT OF SIGNED SETTLEMENT AGREEMENT

State of Georgia, County of Gwinnett The foregoing settlement
agreement was signed and acknowledged before me on this 6/6/21 (date) by
Benjam Tays (name of person acknowledging).



[Signature] Signature of Notary Public – State of Georgia My
commission expires: 08/17/2024 (date)

PLEASE READ CAREFULLY BEFORE SIGNING!

**Karen Meyers, as Administrator of the
Estate of Gabriel Taye**

Date: _____

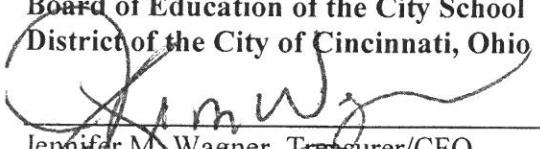
Cornelia Reynolds

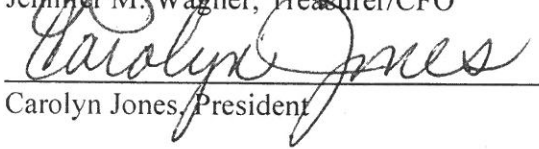
Date: _____

Benyam Taye

Date: _____

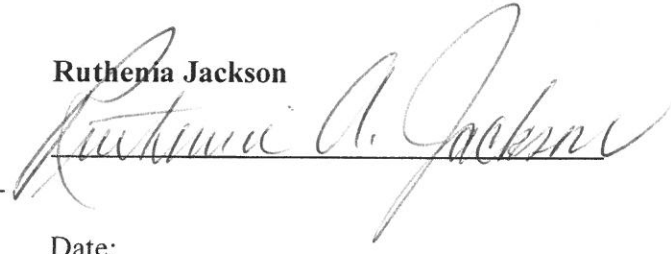
**Board of Education of the City School
District of the City of Cincinnati, Ohio**


Jennifer M. Wagner, Treasurer/CFO


Carolyn Jones, President

Date: _____

Ruthenia Jackson


Date: _____

Mary Ronan

Date: _____

Jeffrey McKenzie

Date: _____

Have seen and approve as to form:

By Deputy Solicitor, City of Cincinnati

Date: _____

Margaret McLaughlin

Date: _____

PLEASE READ CAREFULLY BEFORE SIGNING!

**Karen Meyers, as Administrator of the
Estate of Gabriel Taye**

Date: _____

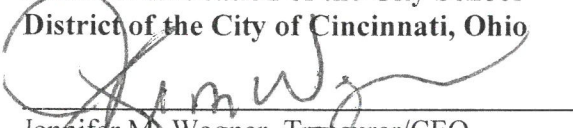
Cornelia Reynolds

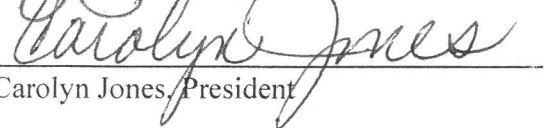
Date: _____

Benyam Taye

Date: _____

**Board of Education of the City School
District of the City of Cincinnati, Ohio**


Jennifer M. Wagner, Treasurer/CFO


Carolyn Jones, President

Date: _____

Ruthenia Jackson

Date: _____

Mary Ronan


Date: 6/8/2021

Jeffrey McKenzie

Date: _____

Have seen and approve as to form:

By Deputy Solicitor, City of Cincinnati

Date: _____

Margaret McLaughlin

Date: _____

PLEASE READ CAREFULLY BEFORE SIGNING!

**Karen Meyers, as Administrator of the
Estate of Gabriel Taye**

Cornelia Reynolds

Date: _____

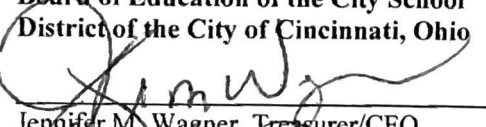
Date: _____

Benyam Taye

Date: _____

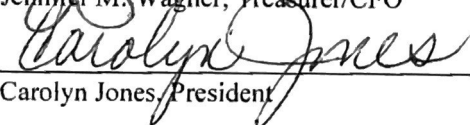
**Board of Education of the City School
District of the City of Cincinnati, Ohio**

Ruthenia Jackson



Jennifer M. Wagner, Treasurer/CFO

Date: _____



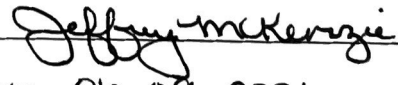
Carolyn Jones, President

Date: _____

Mary Ronan

Jeffrey McKenzie

Date: _____



Date: 06-09-2021

Have seen and approve as to form:

Margaret McLaughlin

By Deputy Solicitor, City of Cincinnati

Date: _____

Date: _____

PRIVILEGED AND CONFIDENTIAL – SUBJECT TO MEDIATION PRIVILEGE

PLEASE READ CAREFULLY BEFORE SIGNING!

**Karen Meyers, as Administrator of the
Estate of Gabriel Taye**

Date: _____

Cornelia Reynolds

Date: _____

Benyam Taye

Date: _____

**Board of Education of the City School
District of the City of Cincinnati, Ohio**

Jennifer M. Wagner, Treasurer/CFO

Carolyn Jones, President

Date: _____

Ruthenia Jackson

Date: _____

Mary Ronan

Date: _____

Jeffrey McKenzie

Date: _____


Have seen and approve as to form:

By Deputy Solicitor, City of Cincinnati

Date: _____

Margaret McLaughlin

Margaret McLaughlin

Date: _____

Arthur Edward Vollhardt III
6.4.2021
exp 11/08/2025

PRIVILEGED AND CONFIDENTIAL – SUBJECT TO MEDIATION PRIVILEGE

PLEASE READ CAREFULLY BEFORE SIGNING!

**Karen Meyers, as Administrator of the
Estate of Gabriel Taye**

Date: _____

Cornelia Reynolds

Date: _____

Benyam Taye

Date: _____

**Board of Education of the City School
District of the City of Cincinnati, Ohio**

Jennifer M. Wagner, Treasurer/CFO

Carolyn Jones, President

Date: _____

Ruthenia Jackson

Date: _____

Mary Ronan

Date: _____

Jeffrey McKenzie

Date: _____

Have seen and approve as to form:

Emily Smart Weener
By Deputy Solicitor, City of Cincinnati

Date: June 8, 2021

Margaret McLaughlin

Date: _____